

GENERAL TERMS OF SALE AND DELIVERY

1. GENERAL PROVISIONS

1. These general terms of sale and delivery ("GTSDs") set out the terms under which contracts of sale are entered into and deliveries are made by

APJA FECHU Spółka z ograniczoną odpowiedzialnością

NIP (Tax Reg. No.): 547-221-56-73, REGON (Industry ID No.): 384770200,

with its registered office in Bielsko-Biała, post code: 43-300 (Kamińskiego 19), entered in the company register [Polish: *rejestr przedsiębiorców*] by the District Court in Bielsko-Biała, 8th Commercial

Division of the National Court Register, Company No.: KRS 0000812027,

having a share capital of PLN 1,000,000

hereinafter to be referred to as "**APJA**"

2. DEFINITIONS

- a) "**Custom Order**" means an order for a Product with special properties and parameters different from those of the standard Products offered by APJA;
- b) "**Customer**" means (a) a natural person, (a) a legal person or (c) an organisation without separate legal personality but with legal capacity under special provisions of law where such a person or organisation carries on a business and purchases Products from APJA as part of its business and as a professional.
- c) "**Regular Customer**" means a Customer that has entered into its second and each subsequent Contract with APJA;
- d) "**Civil Code**" means the Polish Civil Code (Act of Parliament) of 23 April 1964 (consolidated text published in Dz.U. (Journal of Laws) of 2020, item 1740, as amended);
- e) "**Consumer**" means a natural person not engaged in any business activity and as defined in section 22¹ of the Civil Code.
- f) "**Offer**" means a reply to a Customer's Request for an Offer, setting out initial terms of sale essential for the Parties;
- g) "**Business Person**" means (a) a natural person, (a) a legal person or (c) an organisation without separate legal personality but with legal capacity under special provisions of law where such a person or organisation carries on a business activity or a professional activity in his name;
- h) "**Force Majeure**" means a natural event, an act of government or anything done by a person which cannot be predicted and/or controlled to any degree, such as (for example) hurricanes, floods, fires, laws, regulations, acts of war, riots, acts of sabotage, acts of terrorism, invasions, sanitary restrictions, embargoes, epidemics, lockouts or lockdowns.
- i) "**Parties**" means a Customer and APJA;
- j) "**Product**" means an item of movable property that is offered by APJA, including (but not limited to) a car, a delivery vehicles or any other motor vehicle.
- k) "**Contract**" means a transaction to sell a Product and/or to deliver the same Product which is made as a result of a Request for an Offer made by a Customer and a reply given by APJA by sending an Offer and which has been confirmed to the extent of certain terms by the **Customer's Order** under these GTSDs or, in special cases, by signing a separate written agreement.
- l) "**Customer's Order**" means a document signed by the Parties confirming the conclusion and a Contract and the date of the Contract.
- m) "**Request for an Offer**" means a Customer's statement of his intent to enter into a Contract [an invitation to treat], specifying the properties and quantity of a Product.

3. A copy of these GTSDs shall be provided to the Customer as a hyperlink sent in an email or as a PDF file attached to an email, or by providing the Customer with details of where such a copy can be obtained; such an email shall be sent to the Customer's email address not later than at the time of APJA sending an Offer to the Customer's Request for an Offer.
4. By accepting and agreeing to these GTSDs at the time of entering into his first Contract, the Customer shall be deemed to have accepted these GTSDs for each subsequent Contract. If these GTSDs are amended, a copy of the amended GTSDs shall be sent or made available at the first available opportunity.
5. All of the Customer's general terms of purchase and/or other provisions dealing with the purchase, collection and/or carriage of products are hereby excluded in transactions with APJA, and only these GTSDs and terms and conditions set out in the Customer's Order shall apply to such transactions.
6. These GTSDs are intended in addition to the Contract provisions already set out in the Customer's Order. For the avoidance of doubt, the terms of a Contract are contained partially in the Customer's Order and partially, as an addition, in these GTSDs, and all such provisions constitute the entire agreement between the Parties. No limitation, addition or modification to or of any terms of a Contract shall be valid unless it has been approved by APJA in writing.
7. For the avoidance of doubt, the following order of precedence for the contractual documents shall apply:
 - a) a written Contract (if made) and headed Purchase/Sale Contract,
 - b) the Customer's Order,
 - c) these GTSDs,
 - d) the Civil Code.

2. PRICES AND OFFER

1. The prices of Products shall be set out by APJA in Offers, but such prices shall only be final when they have been confirmed in the Customer's Order or in any other separate written agreement.
2. Further to the provision of subclause 1, it is hereby explained by APJA that no Offer, advertisement or notice published or sent by APJA shall be considered as an offer within the meaning of the Civil Code.
3. All prices may be given in the Polish currency (PLN) or in foreign currencies.
4. Where the price in the Customer's Order is given in EUR, the invoice shall be issued in EUR.
5. The prices of Products offered by APJA are exclusive of VAT, unless expressly stated otherwise.
6. The prices of Products shall be set out in an Offer and apply during the period specified by APJA, unless the prices are increased as a result of changes in the prices paid by APJA to its manufacturers and suppliers, in which case APJA shall send a new Offer or reflect the change in the Customer's Order.
7. If the price of a Product increases significantly between the date of a Contract and the date of its performance, APJA will be entitled to change the price by delivering a unilateral statement to that effect to the Customer at least in documentary form; if no objection is raised within 3 (three) days of the delivery of the statement to the Customer (or the placement of an email in the Customer's ICT system), the Customer shall be deemed to have accepted the new price or APJA may withdraw [Polish: *odstąpienie*] from the Contract or any part of it within 30 days of the increase in the price, in which case the Customer shall not require or claim, from APJA, any damages or compensation of any loss resulting from the same. APJA may exercise the right to withdraw from the Contract in

accordance with the provisions of the preceding sentence also if the Customer has raised an objection against the new price.

8. The price shall be exclusive of the costs of transport (delivery), insurance, customs duties, import or export charges, or any other costs which are not directly related to the acquisition of the ownership of the Product, unless expressly stated otherwise.
9. All additional costs that may be payable during the performance of the Contract, such as reloading or other charges and taxes required during such performance shall be the responsibility of the Customer, unless the Parties have agreed otherwise.
10. The Customer may be required to pay a non-refundable deposit [Polish: *zadatek*] or a refundable deposit [Polish: *zaliczka*] or to make a prepayment at the amount and by the date specified in the Customer's Order.
11. Any discount, price reduction etc. granted by APJA must be agreed upon on a case-by-case basis in writing and shall only be deemed granted if it is clear and raises no doubt.

3. PRODUCT INFORMATION

1. The Customer must know the technical parameters of the Products ordered and APJA shall deliver each Product as specified in the Customer's Order and shall not be liable for any use of the Product by the Customer.
2. All Products ordered from APJA shall meet the conditions and technical specifications set out in the Customer's Order. If the Customer's Order is accompanied by a detailed specification document and, provided that this document is mentioned in the Customer's Order, the specification document shall form an integral part of the Contract.

4. CONCLUSION OF CONTRACTS

1. The Parties have agreed upon the following Contract conclusion procedure:
 - a) a Request for an Offer is made by the Customer;
 - b) an Offer is sent to the Customer in reply to the Request for an Offer;
 - c) the Offer is confirmed by the Customer as accepted at least by email;
 - d) the Customer's Order is signed by the Parties.
2. A Contract shall be deemed to have been entered into on the date of signing the Customer's Order under the terms contained therein and in these GTSDs.
3. The Customer's Order may be entered into between the Parties in writing, by post or in documentary form, particularly by each Party sending a signed scanned copy of the Customer's Order to the other Party. APJA's email address is info@apja.pl, but APJA reserves the right to provide a different email address including one used by APJA's employee or associate (a member of APJA's sales team).
4. Where a Custom Order is placed, the Parties may enter into a separate written Contract; if such Contract contains any provisions different from the provisions of these GTSDs, the provisions of the Contract shall replace those of these GTSDs.
5. If the delivery of a Custom Order becomes impossible through the fault of a third party, the Contract shall be terminated automatically when the Customer is notified of that fact at least in an email from APJA, in which case the non-refundable deposit [Polish: *zadatek*], refundable deposit [Polish: *zaliczka*] or repayment paid or made by the Customer shall be returned within 30 days of such termination.

6. If the Customer's Order issued by APJA is inconsistent with the Request for an Offer or with technical conditions acceptable to the Customer, the Customer shall immediately, within 2 (two) business days of the receipt of the Customer's Order, give APJA a written notice of the inconsistency. If no such notice is given within the time limit stated above, APJA shall not accept any claims or complaints on the basis of the inconsistency, and no claims or complaints shall be accepted if the Customer's Order has already been signed by the Customer.
7. By submitting a Request for an Offer, the Customer shall be deemed to have confirmed that he is familiar with these GTSDs, which form an integral part of the Contract, and by signing the Customer's Order, the Customer shall be deemed to have confirmed finally that he is familiar with and agrees to the terms of the Contract, including these GTSDs.

5. DELIVERY AND RISK

1. The Customer's Order shall specify the date and place of delivery or collection of the ordered Product(s).
2. In the event of APJA's failure to deliver a Product to the Customer by the agreed date as a result of circumstances beyond APJA's control, such as late deliveries of Products by APJA's suppliers, Force Majeure, unforeseen disturbances to APJA's operation (such as power outages, transport and/or customs delays, transport-related damage, including (but not limited to) road blockages, temporary heavy-goods transport restrictions, lack of electricity, shortages of (raw) materials), the agreed time for delivery shall be automatically extended by the duration of such circumstances, in which case the Customer shall not require or claim, from APJA, any damages or compensation of any loss resulting from the same.
3. APJA must notify the Customer that the ordered Product is available for delivery or collection if it can be delivered or collected earlier. Where the Customer is so notified that the ordered Product is available for delivery or collection earlier, APJA shall set a new date of delivery or collection and notify the Customer of the same by email, and the Customer shall have 2 (two) days within which to confirm the new date by email. If no such confirmation is received, the new date specified in the Customer's Order shall be binding. If the new date is confirmed, it is understood that the new date shall apply with all the implications resulting from the Contract.
4. If the Customer delays collecting or refuses to collect the Product, APJA may charge the Customer for all the related costs and expenses, including for the storage of the Product, without prejudice to APJA's rights, including (but not limited to) the right to receive the price within a time limit beginning on the date on which the Product was to be collected or delivered.
5. If the Customer chooses to have a Product delivered using APJA's or its suppliers' or subcontractors' vehicles, the following shall apply:
 - a) APJA reserves the right to change the date and time of delivery in the event of the occurrence of the circumstances described in clause 5(2) of these GTSDs, in which case the Customer shall not be entitled to make a complaint or a claim for damages for late delivery.
 - b) The Customer warrants that the roads leading to the place of unloading are such that the place may be entered and left by a vehicle with a load per axle of 10 MT, a semi-trailer of 13.6 metres in length and 4.0 metres in height, or a smaller one. In the case of any hindrance, the Customer must notify APJA of the same in writing or by email not later than at the time of sending a signed copy of the Customer's Order. If such notification is not given to APJA, APJA shall not be liable for any delay caused by the hindrance and all costs and expenses resulting from the hindrance shall be paid by the

Customer, when requested by APJA, within a time limit specified in a request sent to the Customer in writing or by email.

- c) Where a Product is to be delivered using a vehicle provided by APJA, a 14-day tolerance shall apply to the delivery, which the Customer agrees to, subject to the provisions of clause 5(2) of these GTSDs.
 - d) The Customer shall provide the necessary resources to ensure that the unloading process is smooth. APJA may charge the Customer for the costs of the vehicle remaining at the place of unloading for more than 2 (two) hours without a valid reason. The procedure relating to the request provided for in paragraph (b) of this clause shall apply accordingly.
6. The risk related to the delivery of a Product shall pass to the Customer at the time when the Product is handed to a person authorised to collect it, including a freight-forwarding agent or a carrier.
 7. If, at the time of collecting a Product from a carrier, the Customer discovers a difference between the Product actually delivered and the Product described in the shipping documents or discovers that the Product is damaged, the Customer should note the same in a copy of the consignment note or in the packing list for the Product. The purpose is to determine the rules for and scope of the carrier's liability (if any).
 8. In the event of the Customer's failure to comply with obligation described in subclause 7, the Customer shall be deemed to have waived his rights under clause 8 of these GTSDs.
 9. Unless specific arrangements have been made between the Parties, deliveries shall be made according to APJA's standards, with no guarantee regarding the fastest and cheapest method of delivery.
 10. APJA shall make sure that the Product is protected during its carriage appropriately, given the properties of the Product.
 11. If a Product is to be collected by the Customer directly from APJA's supplier, in which case APJA must provide the supplier's contact details before the collection, the Customer shall not, within 2 (two) years of the date of collection of the Product, enter into a contract with that supplier to purchase any Products without the participation and intermediation of APJA and shall ensure that no such contract is entered into by a person or entity related to the Customer by family, occupation, personally or by capital. Additionally, the Customer shall not communicate, disclose or use (a) any information he has obtained in connection with the performance, or in the course of the performance, of his obligations under a Contract and (b) any other information considered as APJA's trade secrets (*trade secret* shall mean all information within the meaning of the Polish Act of 16 April 1993 on Combating Unfair Competition and other information relating to APJA which is not disclosed in public registers or otherwise known publicly, provided that such information has become public other than through a breach of confidentiality), including (but not limited to) commercial, technical, technological and/or organisational information, know-how and all other information regarding APJA's relations with its contractors, customers, suppliers or partners, and information relating to APJA's business contacts and the scope of such contacts.
 12. In the event of the Customer's breach of the obligations described in subclause 11, APJA shall charge the Customer for a contractual penalty [Polish: *kara umowna*] of PLN 5,000 (five thousand zloty) for each case of such breach; the purchase of even if only 1 (one) item of a product shall be considered as the Customer's breach of such obligations. APJA may claim damages in excess of the amount of the contractual penalties provided for in these GTSDs.
 13. The delivery rule for each delivery shall be specified in the Customer's Order. If no delivery rule is so specified, it shall be deemed that the delivery shall be on an Ex Works basis (Bielsko-Biała, Franciszka Kamińskiego 19) or any other location specified by APJA (Incoterms 2020).

6. TERMS OF PAYMENT

1. The deadline for payment shall be specified in the Customer's Order. If an invoice is issued, the deadline shown on the invoice shall apply and binding upon the Parties. If no invoice is issued or, when issued, no deadline is specified therein, the Customer shall still be required to meet the deadline for payment specified in the Customer's Order.
2. In the event of late payment, APJA will be entitled to charge statutory interest for delay in commercial transactions. If the delay in payment is longer than 14 days, all amounts owed by the Customer to APJA shall become due and payable, even if not yet past due, as soon as a request for payment is delivered to the Customer in writing, in documentary form or as a scanned copy attached to an email. Additionally, as of the date of delivery of the request for payment to the Customer, the performance of APJA's outstanding obligations under all Contracts shall, at APJA's discretion, be conditional upon a prepayment equal to 100% of the value of the Contracts.
3. Each payment shall be deemed to have been made on the date when it is credited to APJA's bank account.
4. Within 14 days of the date when the Customer's Order is signed by the Parties, the Customer shall make an advance payment of 5% of the gross value of the Products, unless the Parties have agreed otherwise in the Customer's Order. The Customer shall pay the balance of the price for the Products by the date when the Product is handed to the Customer or, if the delivery is arranged for by APJA, the delivery of the Product begins, unless the Customer's Order states otherwise.
5. The Customer agrees that invoices may be issued in electronic form only and delivered to the Customer to the e-mail address specified by him.
6. If the Customer has signed the Customer's Order and subsequently refuses to collect the Product by the specified date or refuses to collect the delivery of the Product, or withdraws [Polish: *odstąpienie*] from the Contract for any reasons for which he is responsible or ceases his performance under the Contract in any way whatsoever, APJA may charge the Customer for a contractual penalty equal to 10% of the gross value of the Contract.
7. In the cases described in subclause 6, the contractual penalty in the case of Custom Orders shall be 20% of the gross value of the Contract.
8. APJA may claim damages from the Customer in excess of the amount of the contractual penalties provided for in these GTSDs.
9. APJA may, without the Customer's consent, deduct all contractual penalties and late-payment interest under a Contract from all refundable deposits, non-refundable deposits and/or prepayments paid or made by the Customer under any other Contract(s), in which case the Customer shall, within 3 (days) of being notified of such deduction, restore the refundable deposits, non-refundable deposits and prepayments to their amounts before the deduction. The deduction notice may be delivered to the Customer as a scanned copy sent by email and no consent from the Customer will be required.

7. RETENTION OF TITLE AND LIABILITY

1. The ownership of a Product shall pass to the Customer upon the payment of the full price for the Product.
2. This retention of ownership of Products is intended to be comprehensive (basic and extended in scope and time). The Customer shall, whenever requested by APJA, assign the amounts owed it to for any Product resold.

3. If APJA is held liable in connection with its performance of a Contract, the aggregate amount of damages under a Contract shall, irrespective of the basis for damages, not exceed 15% of the value of the Contract. APJA shall not be liable for any loss of profits, indirect loss or consequential damages suffered by the Customer. The above limitation of liability shall not apply if APJA's liability must not be excluded under mandatory provisions of applicable law.
4. If APJA is in doubt about the Customer's financial standing and/or if the Customer defaults on payment for the Product(s) under a Contract, APJA may, in addition to its rights under these GTSDs and/or the Civil Code, suspend deliveries of Products under that or any other Contract and require the Customer to provide security for the payment within 3 (days) or, if no such security is provided within that period, withdraw from that Contract. APJA may withdraw a Contract within 3 (three) months of becoming aware of the occurrence of the grounds for such withdrawal.

8. GUARANTEE AND COMPLAINTS

1. The rights under the Civil Code arising from the statutory guarantee [Polish: *rekojmia*] for latent defects in Products are hereby excluded fully and replaced by APJA's quality guarantee.
2. If a Product collected by the Customer does not conform to the Contract, the Customer may lodge a written complaint within 3 (three) days of the date of collection. The legitimacy of the Customer's complaints shall be assessed by reference to the applicable technical standards.
3. Complaints may also be made in documentary form as a scanned copy sent to APJA's email address: info@apja.pl.
4. The Product covered by the Customer's complaint must remain unchanged and be available to APJA at all times during the complaint investigation process until the end of the process, i.e. until APJA sends the Customer a statement explaining whether or not the complaint has been accepted.
5. APJA shall not be liable under the quality guarantee if the Customer was aware of the defect on the date of collection or delivery of the Product at the latest.
6. If the complaint is accepted, APJA shall correct the defect within 6 (six) months of the date of acceptance of the complaint. If, however, the defect cannot be corrected, APJA may, without the Customer's consent, reduce the price for the Product by the value of the defect and such reduction shall be binding upon the Customer.
7. If the Customer requires APJA to correct a defect in a non-conforming Product, the Customer shall not send the Product to APJA without APJA's prior written consent.
8. The lodging of a complaint under a Contract shall not entitle the Customer to suspend the payment of the price, of any part of the price, for a Product to APJA under the Contract.
9. In the case of any fault or defect in a Product other than the Product's non-conformity with the Contract, the Customer's only remedy shall be a claim under a guarantee given by the manufacturer of the Product and under the manufacturer's terms, and APJA shall not be liable for the same in any way whatsoever. For the avoidance of doubt, the preceding sentence means that no guarantee is granted by APJA itself to the Customer for faults or defects and has only transferred the manufacturer's guarantee [to the Customer].

9. PERSONAL DATA PROTECTION

1. In accordance with the provisions of Articles 13(1) and 13(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"), notice is hereby given by APJA that

- 1) the controller in respect of personal data is APJA FECHU Spółka z ograniczoną odpowiedzialnością, with its registered office being Franciszka Kamińskiego 19, 43-300 Bielsko-Biała, NIP (Tax Reg. No.): PL5472215673, REGON (Industry ID No.): 384770200, Company No.: KRS 812027, having a share capital of PLN 1,000,000;
- 2) All personal data shall be processed for the purpose of the controller's compliance with its Contracts and on the basis of the controller's legitimate interest (which includes the need to ensure communication between the contractual parties, to determine, pursue or defend claims, as well as accounting and direct marketing), i.e. under Article 6(1)(b), Article 6(1)(c) and 6(1)(f) of the GDPR.
- 3) Recipients of personal data will include:
 - entities supplying the controller with technical and organisational solutions that allow the controller to manage its organisation (particularly courier companies, postal service operators, suppliers of IT services);
 - suppliers of legal and advisory services and suppliers of services to assist the controller with pursuing claims;
 - other entities providing services to the controller and/or other entities processing personal data on behalf of the controller under data processing agreements;
- 4) All personal data shall be retained as long as it is necessary for the performance of Contracts and, when a Contract has expired or been terminated, until claims under the Contract expire, in accordance with the applicable law.
- 5) The Customer has the right to access his data, as well as the right to have it remedied or deleted, the right of portability of his data, the right to restriction of the processing of his data and right to object to the processing of his data;
- 6) where the Customer's personal data is processed on the basis of his consent, the Customer may withdraw his consent at any time without affecting the lawfulness of the processing which was made on the basis of the consent before its withdrawal.
- 7) The Customer also has the right to lodge a complaint to the President of the Office for Personal Data Protection if he considers the processing of his personal data to be against the provisions of the GDPR;
- 8) The provision of personal data is a contractual term. The provision of personal data is necessary for the intended purpose.
- 9) The sources of personal data shall be Contracts and direct activities undertaken by the Customer.
- 10) In order to exercise his rights or discuss the protection of his personal data, the Customer may contact the controller by post to the address of the controller's registered office: ul. Franciszka Kamińskiego 19, 43-300 Bielsko-Biała, by telephone (+48 668 919 015) or by email (info@apja.eu).
2. In respect of any Contract made with a Customer being a Business Person other than a sole trader (a self-employed natural person), APJA requires the Customer – in order to comply with Articles 14(1) and 14(2) of the GDPR – and the Customer accepts and agrees to comply with the requirement not later than at the time when the Customer provides APJA with the personal data of the Customer's employees, suppliers, contractors and other individuals cooperating with the Customer and acting on behalf of the Customer, to inform such persons of the processing of their personal data by APJA in accordance with the data privacy notice contained in subclause 1 above.
3. Further details about the processing of personal data are available in the privacy policy published on the <http://apja.eu> website.

10. FINAL PROVISIONS

1. All legal relations between the Customer and APJA shall be governed by Polish law only. The place of performance of all obligations under all Contracts shall be the registered office of APJA, and the provisions of each Contract shall be interpreted in Polish only, although these GTSDs and the Customer's Order may be available in other languages as well.
2. Any dispute that may arise directly or indirectly from any Contract shall be settled by a Polish court of law with territorial jurisdiction over the area where APJA's registered office is situated.
3. No rights under any Contract with APJA may be assigned to a third party without APJA's written consent. APJA may, however, assign, to third parties, any amount it is owed under any Contract without the Customer's consent.
4. If any provision of a Contract or these GTSDs, or any part of such a provision, is found invalid or ineffective, this shall not affect the validity or effectiveness of any other provisions or of the remaining part of the invalid or ineffective provision.
5. The invalid or ineffective provision shall be deemed to have been replaced by a provision that reflects, as far as possible, the original purpose of the invalid or ineffective provision as intended by the Parties.
6. The provisions of the Polish law, in particular the provisions of the Civil Code, shall apply to any issues not covered by these GTSDs.